



DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES
1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel (916) 653-5974 | Fax (916) 653-8324 | www.sos.ca.gov

REQUEST FOR OFFER
VoteCal Statewide Voter Registration System (VoteCal)
Independent Project Oversight Consulting
RFO # 06-030
Addendum #02

February 22, 2007

The following changes are hereby indicated in bold to RFO #06-030:

- General Information Item 2 entitled Key Dates (Page 3)

<u>Event</u>	<u>Date</u>
Release of RFO	10/30/2006
Release of Addendum #01	11/30/2006
Release of Addendum #02	02/22/2007
RFO Response Submission Due date (and time)	03/15/2007 5:00 p.m.
Contractor Presentations and Interviews (as appropriate)	03/22/2007
Anticipated Contract Award	03/29/2007

Except as stated herein this Addendum, all other terms and conditions of this RFO shall remain the same.



BRUCE McPHERSON | SECRETARY OF STATE | STATE OF CALIFORNIA

MANAGEMENT SERVICES | CONTRACT SERVICES

1500 11th Street, room 460 | Sacramento, CA 95814 | tel 916.653.5974 | fax 916.653.8324 | www.ss.ca.gov

REQUEST FOR OFFER
VoteCal Statewide Voter Registration System (VoteCal)
Independent Project Oversight Consulting
RFO # 06-030
Addendum #01

November 14, 2006

The following changes are hereby indicated in bold and strikethrough to RFO #06-030:

- General Information Item 2 entitled Key Dates (Page 3)

<u>Event</u>	<u>Date</u>
Release of RFO	10/30/2006
RFO Response Submission Due date (and time)	11/17/2006 5:00 p.m. TBA
Contractor Presentations and Interviews (as appropriate)	11/27/2006 TBA
Anticipated Contract Award	12/15/2006 TBA

The final due date of RFO a # 06-029 response is hereby extended until further notice. It is anticipated that responses will be due in December 2006 or January 2007. Once a new date has been finalized and set, the Secretary of State's Office will notice all MSA vendors via an addendum to be issued no later than ten (10) business days of new due date.

- Attachment A, Statement of Work, Item 9.1 entitled Project Duration (Page 21)

Proposers may assume that this engagement will ~~span over eighteen months~~ **continue through the duration of the Vote Cal project, which is expected to be complete December 2009**, with the option to renew/amend the agreement through the end of the Statewide Voter Registration DB Project.

Except as stated herein this Addendum, all other terms and conditions of this RFO shall remain the same.



BRUCE McPHERSON | SECRETARY OF STATE | STATE OF CALIFORNIA

MANAGEMENT SERVICES | CONTRACT SERVICES

1500 11th Street, room 460 | Sacramento, CA 95814 | tel 916.653.5974 | fax 916.653.8324 | www.ss.ca.gov

REQUEST FOR OFFER

RFO #: 06-030

For:

**VoteCal Statewide Voter Registration System (VoteCal)
Independent Project Oversight Consulting**

LPAER No: 020

For: Information Technology Consulting Services (Category 1.C)

Date: October 30, 2006

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these goods and/or services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment A, B, and C. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed Master Services Agreement (MSA) contract.

Read the attached document carefully. The RFO due date is: Friday, November 17, 2006 at 5:00 p.m. Responses to this RFO and any required copies must be submitted by mail or hand delivered, clearly labeled to the department contact noted below.

Department Contact:

Cathy Blair, Contract Administrator
Secretary of State
1500 11th Street Room 460
Sacramento, Ca 95814
(916) 653-5974
Fax (916) 653-8324
Contractservices@ss.ca.gov

General Information

1. Purpose of the RFO

The Secretary of State (SOS) has released this Request for Offer in order to solicit for Independent Project Oversight Consulting. The SOS Information Technology Division (ITD) is seeking a Independent Project Oversight Consultant (IPOC) for the HAVA Statewide Voter Registration Database (VoteCal) Project. Further detailed information can be found in the State's Scope of Work (SOW). This contract is anticipated to be awarded mid-December 2006 and continue through the duration of the VoteCal Project, which is expected to be complete in December 2009.

The SOS will also engage separate contractors for Project Management Consultants, Independent Verification and Validation (IV&V) consultants and for a consultant to assist in conducting the system integration procurement and in developing the Special Project Report after completion of that procurement. Contractors who are awarded one of these contracts may be prohibited by conflict of interest guidelines from engaging for other contracts related to this project; however, bidders may submit proposals in response to some or all of these engagements to ensure maximum opportunity to compete and participate in this project.

2. Background

On October 29, 2002, the Help America Vote Act (HAVA) adopted by Congress became law. HAVA mandates that each state implement a uniform, centralized, interactive, computerized voter registration database that is defined, maintained and administered at the state level. The Secretary of State's office has initiated a project called the HAVA Statewide Voter Registration Database (VoteCal) Project to develop operational capabilities to meet the requirements of HAVA.

HAVA requires a database which must contain the name and registration information of every legally registered active or inactive voter in the state. This system will constitute the official record of all registered voters. It must serve as the single system for storing and managing the official list of registered voters in the state. In addition, it must be the official registration list for conducting all federal elections, which occur in June and November of every even-numbered year and whenever a midterm vacancy occurs.

HAVA also imposes new requirements on voters, state and local elections officials, DMV, the California Department of Corrections (CDC), and the Department of Health Services (DHS).

3. Description of Project to Be Overseen

This project will develop a Statewide Voter Registration database and system that is fully compliant with the requirements of the 2002 Help America Vote Act (HAVA). This system will be a single, uniform, official, centralized, interactive and secure computerized statewide voter registration list defined, maintained and administered at the State level that will serve as the official list of registered voters for the conduct of all elections.

As required by HAVA, the system must include electronic data interfaces for exchange of data with the Department of Corrections, the Department of Health Services, the Department of Motor Vehicles, as well as other state agencies. The system must also be compliant with California's "motor voter" law seeking voter registrations when individuals visit or do business at DMV offices. It will also include an interface with the Department of Motor Vehicles for verification of registrant identity, including Driver's License or State ID number and the last four digits of the Social Security number as required by HAVA.

The system will provide support for county/local elections officials to view, add, delete and update voter registration and related data electronically. The system will also provide the ability to scan, store and retrieve images of registration documents. Appropriate audit logs and security provisions will be installed to monitor and control access to the database.

Lastly, there will be a secure Internet web-based interface for the public such that individuals can access only their personal voter data, including but not limited to:

- Current registration and party affiliation
- Assigned precinct and polling place
- The political jurisdictions in which the voter resides
- The upcoming local elections for that voter, as well as historic local elections for that voter's jurisdictions.
- Sample ballot and voting system instructions for upcoming elections

The project will be undertaken as a business-based procurement for a system integrator which will perform all development and implementation tasks and will be responsible for providing and installing all hardware and software. The project has been approved to proceed through the procurement phase, but must obtain separate approval before award of the contract for the system integrator.

2. Key Dates

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Offeror's are advised of the key dates and times shown below and are expected to adhere to them.

<u>Event</u>	<u>Date</u>
1. Release of RFO	10/30/2006
2. RFO Response Submission Due date (and time)	11/17/2006 5:00 p.m.
3. Contractor Presentations and Interviews (as appropriate)	11/29/2006
4. Anticipated Contract Award	12/15/2006

3. RFO Response Requirements

This RFO and the offeror's response to this document will be made part of the ordering department's Purchase Order and procurement contract file.

Responses must contain all requested information and data and conform to the format described in this section. It is the offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B provided as required below.

The offeror must submit one (1) original, three (3) copies, and one (1) electronic PDF version on compact disk, of their response to the department contact name and address contained on the cover sheet to this RFO..

4. RFO Response Content

The majority of the information required to respond to this RFO is contained in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B. However, responses submitted to this RFO must include a cover letter with the following identification and contact information:

1. Company name, mailing address and telephone number.
2. Name and e-mail address of contact person.
3. Master Services Agreement (MSA) number.
4. Submission date of the proposal.
5. Federal Employer Identification Number.
6. If applicable, Disabled Veteran Business Enterprise self-certification or identification of, and tasks/percentages, for disabled veteran business enterprise sub-contractor(s).
7. If applicable, Small Business Certification number.
8. A duly authorized representative of the vendor must sign the proposal certifying that the proposal is a valid and binding offer and that he/she is authorized to sign the proposal.

Responses to this RFO must also include:

- a) Copy of Master Services Agreement between offeror and Department of General Services for Information Technology Consulting Services.
- b) Response to State's Scope of Work, Attachment A:
The offeror's "Statement of Work" responds to the State's Scope of Work and will be used to evaluate responsiveness to requirements. This Statement of Work response must map each task/deliverable item back to the Attachments. The response must include any additional information that the offeror deems necessary to explain how the Contractor intends to meet the State's requirements. The Statement of Work needs to contain the following as appropriate:
 1. Overview of the required tasks and outcomes,
 2. Description of how the tasks will be performed,
 3. Work plan for each task, including sub-task description,
 4. Samples of work from other projects, or outlines of what deliverables are proposed for the required Tasks,
 5. Organization chart that identifies the proposed contract team,
 6. Resumes for each identified member of the contract team, detailing experience meeting the State's requirements,
 7. Any other requirements shown in the State's Scope of Work document.
- c) Response to Attachment B:
Response to the Cost Worksheet, Attachment B. If cost only, this Attachment will outline the costs required to be provided by the offeror. If best value, this Attachment will detail the staff hours by classification, hourly rate per classification, by task(s) and deliverable(s), see format in Attachment B. These costs must map by each classification to the offeror's Statement of Work.
- d) California Disabled Veteran Business Enterprise (DVBE) Program Requirements:
The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. Please review the attached DVBE program requirements package. The offeror must complete and return all the appropriate pages in order for the bid to be considered responsive

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe/default.htm. Select "DVBE Resource Packet" under "Related Links".

The Secretary of State hereby waives the requirement of Advertisements as part of Option B, Good Faith Effort.

The DVBE package and the required submittal forms can be found at the Internet website: www.documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc

5. Presentations and/or Interviews

The Secretary of State's Office, at its discretion, may request a presentation and/or interview from any or all offeror's. In the event presentations and/or interviews are requested, the Department Contact will contact the offeror to schedule a time for the presentation to occur on Wednesday, November 29, 2006. In the event scheduling difficulties arise for all parties, the Secretary of State may choose to hold interviews on Thursday, November 30, 2006 as well. The offeror's proposed key project staff identified on the Organization Chart must be in attendance.

Review of Offers for Award

Responses to this RFO will first be reviewed for responsiveness to the requirements of Attachment A and B. If a response is missing information required in either Attachment it may be deemed not responsive. Further review is subject to department's discretion.

Award of a contract resulting from this RFO against a MSA contract will be based on a "best value" method that includes cost as a factor.

The following the criteria and corresponding points that will be used to determine the winning offer.

Administrative Criteria	20%	60 points
Technical Criteria	40%	120 points
Cost	40%	120 points
Total	100%	300 points

Administrative Criteria:

- The Organization Chart identifies all proposed project team members and tracks each person to the pertinent task – 25 points maximum
- Resumes are included for each proposed project team member. They describe the experience levels in detail and support the Statement of Work. The more experience that supports the Statement of Work, the more points that will be given– 35 points maximum

Technical Criteria:

- Outlines and examples of deliverables from other projects are acceptable and support the Statement of Work – 20
- Proposed Tasks and Deliverables accomplish the project goals – 50
- Work Plan supports the Tasks and Deliverables proposed in the Statement of Work – 50

Cost Criteria:

The "Best Value" calculation, which will be used, will be as follows:

$$(\text{Bid Price} \div \text{lowest bid}) = \text{___} \% \quad \text{___} \% \times 120 = \text{cost points}$$

Example:

	<u>Offer 1</u>	<u>Offer 2</u>	<u>Offer 3</u>
Admin Score	30 pts	40 pts	54 pts

Tech Score	<u>82 pts</u>	<u>95 pts</u>	<u>86 pts</u>
<u>Total Points</u>	112	135	140
Cost	<u>\$330,000</u> \$285,000	<u>\$285,000</u> \$285,000	<u>\$420,000</u> \$285,000
Cost points	.86 x 120 = 103.2	100 x 120 = 120	.68 x 120 = 81.6
Grand Total	112 + 103.2 = 115.2	135 + 120 = 255	140 + 81.6 = 221.6

In this example, the award goes to Offer 2 as the response that scored the highest points from amongst the Administrative and Technical Criteria as shown in the RFO, combined with the calculated Cost points.

6. Additional Provisions

The agreement resulting from this solicitation will be supported by federal funds; therefore, this Agreement will be subject to additional conditions in addition to those included in the State's Information Technology Consulting Services Master Services Agreement. Please see Attachment C, Additional Provisions, for these further requirements.

Attachment A – Scope of Work

1.0 PURPOSE

This Statement of Work (SOW) reflects the services and deliverables to be provided by the approved Independent Project Oversight Consultant (IPOC), hereinafter referred to as “Contractor,” while serving as the IPOC for the Secretary of State (hereinafter referred to as “SOS”) VoteCal Statewide Voter Registration Project,. This final SOW will be governed by and incorporate the terms and conditions of the Master Services Agreement (MSA) for Consulting Services – Information Technology (IT) Project Management.

The VoteCal project is a requirement of the “Help America Vote Act” (HAVA) signed by the President in 2002. HAVA requires each state to develop and use a state managed uniform centralized voter registration “list” (database) as a central source of voter registration information for all federal elections. In March 2003, the Department of Finance (DOF) issued the Information Technology Project Oversight Framework (“IT Framework”). The IT Framework requires that “high criticality” projects receive independent oversight from outside the project’s Department, and directs that the IPOCs to report their findings directly to the DOF Technology Oversight and Security Unit (OTROS).

The SOS is also soliciting proposals for an Independent Verification and Validation (IV&V) consultant, Project Management Consultant and for a consultant to assist in conducting the system integration procurement and in developing the Special Project Report after completion of that procurement. Contractors who are awarded one of these contracts may be prohibited by conflict of interest guidelines from engaging for other contracts related to this project; however, bidders may submit proposals in response to some or all of these engagements to ensure maximum opportunity to compete and participate in this project.

2.0 BACKGROUND

On October 29, 2002, the Help America Vote Act (HAVA) adopted by Congress became law. HAVA mandates that each state implement a uniform, centralized, interactive, computerized voter registration database that is defined, maintained and administered at the state level. The Secretary of State’s office has initiated a project called the HAVA Statewide Voter Registration Database (VoteCal) Project to develop operational capabilities to meet the requirements of HAVA.

HAVA requires a database which must contain the name and registration information of every legally registered active or inactive voter in the state. This system will constitute the official record of all registered voters. It must serve as the single system for storing and managing the official list of registered voters in the state. In addition, it must be the official registration list for conducting all federal elections, which occur in June and November of every even-numbered year and whenever a midterm vacancy occurs.

Attachment A – Scope of Work

HAVA also imposes new requirements on voters, state and local elections officials, DMV, the California Department of Corrections (CDC), and the Department of Health Services (DHS).

3.0 DESCRIPTION OF PROJECT TO BE OVERSEEN

This project will develop a Statewide Voter Registration database and system that is fully compliant with the requirements of the 2002 Help America Vote Act (HAVA). This system will be a single, uniform, official, centralized, interactive and secure computerized statewide voter registration list defined, maintained and administered at the State level that will serve as the official list of registered voters for the conduct of all elections.

As required by HAVA, the system must include electronic data interfaces for exchange of data with the Department of Corrections, the Department of Health Services, the Department of Motor Vehicles, as well as other state agencies. The system must also be compliant with California's "motor voter" law seeking voter registrations when individuals visit or do business at DMV offices. It will also include an interface with the Department of Motor Vehicles for verification of registrant identity, including Driver's License or State ID number and the last four digits of the Social Security number as required by HAVA.

The system will provide support for county/local elections officials to view, add, delete and update voter registration and related data electronically. The system will also provide the ability to scan, store and retrieve images of registration documents. Appropriate audit logs and security provisions will be installed to monitor and control access to the database.

Lastly, there will be a secure Internet web-based interface for the public such that individuals can access only their personal voter data, including but not limited to:

- Current registration and party affiliation

- Assigned precinct and polling place

- The political jurisdictions in which the voter resides

- The upcoming local elections for that voter, as well as historic local elections for that voter's jurisdictions.

- Sample ballot and voting system instructions for upcoming elections

The project will be undertaken as a business-based procurement for a system integrator which will perform all development and implementation tasks and will be responsible for providing and installing all hardware and software. The project has been approved to proceed through the procurement phase, but must obtain separate approval before award of the contract for the system integrator

Attachment A – Scope of Work

4.0 CONTRACT OBJECTIVES

1. To perform independent and unbiased assessments of the VoteCal project, including true status, performance trends, and accurate forecasts concerning project completion.
2. To ensure that the oversight and reporting services comply with the requirements of the Department of Finance Information Technology Oversight Framework (http://www.dof.ca.gov/OTROS/StatewideIT/SIMM/SIMM45/IT_OvrsghtFrmwrkR2-25-04s.pdf).
3. To fulfill additional oversight activities of the VoteCal project, as required and outlined by the SOS in this SOW.
4. To recommend project management processes that will assist the SOS in conducting a successful VoteCal project.

5.0 PROJECT ASSUMPTIONS

This Agreement is based upon the following assumptions. If any of these assumptions change, the Agreement for IPOC services must be revisited to assess the impact of the changes of the project deliverables and timeframes. The items listed below are for illustration purposes and may be amended as determined appropriate by the Contractor and the SOS. All changes will be documented or executed under a separate Agreement or by an amendment to this contract.

- A. The Contractor will provide sufficient experienced consultants to fulfill the activities and complete the deliverables of the proposed oversight contract. (Refer to Section 9.10, "Personnel and Rates")
- B. The SOS will provide sufficient access to appropriate levels of staff, subject matter experts or other users, and management as required to facilitate the performance of Contractor tasks and preparation of consulting deliverables.
- C. The SOS will not hold the Contractor to scheduled deliverable dates, where the schedules of such deliverables are impacted by the unavailability of the SOS staff, slippages in the scheduling of meetings and/or sessions, or insufficient resource allocations. Should these events occur, the SOS would update the schedules.
- D. For the primary IPOC, the SOS will provide access to one cubicle, telephones, fax and copy facilities, and personal computer for the duration of this contract. The workspace and equipment will be located at the SOS office at 1500 11th Street Sacramento, CA 95814.
- E. Many of the initial project assessments by the IPOC are dependent upon the completion of project documentation by other vendors or consultants. It is expected that most of those project documents will be completed and ready for IPOC evaluation within the fourth week of the IPOC contract (Refer to Section 7.B,

Attachment A – Scope of Work

“Deliverable List”).) However, if the project documentation required by the IPOC is not completed, then the IPOC will be absolved of any review requirement until the designated vendor completes the necessary documents. Normally the IPOC will conduct a review and evaluation no later than five (5) working days after review of documentation unless otherwise coordinated with the State project manager.

6.0 DESCRIPTION OF SERVICES and RESPONSIBILITIES

The following are general tasks expected by the SOS, for the purpose of Contractor's proposal development. The SOS requires Contractor to submit proposals that include a more inclusive, and detailed, listing of activities and deliverables. SOS also requires that proposals describe the project assessment metrics that will be utilized.

A. IPOC Responsibilities – General Overview

The IPOC will be responsible for the formal oversight of both project documentation and processes.

The Contractor's approach to project oversight will be to:

- Use the State IT Framework as the basis for the contract oversight processes and reporting requirements
- Incorporate additional oversight requirements and reporting, as specified by the SOS and coordinated and prioritized with the IPOC.
- Initiate the use of key predictive metrics based upon Contractor's experience with leading project indicators.
- Review project documentation to ensure that documents not only comply with best practices, but are relevant to the distinct requirements of the VoteCal.
- Provide general guidance and assistance to the SOS management and to the project Executive Steering Committee regarding their responsibilities and best management practices for a large, critical information technology project.

The document and process review responsibilities are categorized by the expected level of effort for the deliverables:

1. Written Findings:

- a. Preparation: the IPOC is expected to prepare a comprehensive report related to the particular project area; these reports may reflect an evaluation of a project process (e.g., team functioning) or process deliverables prepared by others (e.g., Communication Plan). These oversight reports are identified as being one-time documents or monthly monitoring reports.

Attachment A – Scope of Work

Written findings must include: the quality criteria used in the assessment; the completeness of the deliverable or process; the accuracy of the information; the value of the conclusions; the effectiveness of the use of the deliverable or process; recommendations for document and/or process improvement.

Most of the oversight reports and evaluations prepared by the IPOC will be forwarded to the VoteCal project managers and the SOS PMO, concurrently. The specific documents required by the IT Oversight Framework will be submitted directly to OTROS, with concurrent copies to the DGS/Procurement Division project lead, VoteCal Project Director, and the SOS PMO.

- b. Input: the IPOC may be asked to provide input into the preparation of a particular project deliverable, but not be responsible for the preparation of the document.

2. Project Deliverable Reviews:

- a. Content Review: this is an in-depth review and evaluation of a project deliverable that is prepared by someone else. Such an assessment usually results in a comprehensive report as described above in “Preparation” (Section 6.A.1.a.).
- b. Quality Review: this type of review focuses on the format and elements of a deliverable, not the detail or accuracy of the information. For example, the IPOC will review the Business Requirements document to ensure it contains standard elements that reflect “best practice” and the Institute of Electrical and Electronic Engineers (IEEE) standards. However, the IPOC would not be responsible to ensure the requirements are appropriate for the SOS system, as the IPOC would not be expected to have detailed knowledge of VoteCal system business requirements.
- c. The written evaluations from quality reviews will be based upon criteria prepared by the IPOC, and must reflect IT “best practices” related to project management and/or system development and include recommendations for document or process improvement.
- d. Post-Review: this review generally will not require a written response. Such a review is necessary to gain project background information.

B. Project Management of the Oversight Effort (1.0)

The IPOC will be responsible for the project management related to the oversight activities, with documents forwarded to the SOS Executive Sponsor, PMO and the State Project Director.

- 1.1 Prepare and maintain a workplan for the oversight project and update the workplan on at least a monthly basis. The workplan will be forwarded to the SOS executive sponsor for review and approval.

Attachment A – Scope of Work

- 1.2 Prepare a detailed Oversight Activity Report monthly, which will be distributed to both the SOS executive sponsor, SOS PMO and the State Project Director
- 1.3 Prepare and submit monthly timesheets, which support monthly billings and relate work hours to completed deliverables. These are forwarded to the SOS Executive Sponsor for approval.

C. Oversight Activities (2.0):

The IPOC oversight activities are the foundation of the oversight reporting and include the following project areas. The review of project documentation can be both one-time and monthly, depending upon the particular process and deliverable (Refer to Section 7.B Deliverables List).

- 2.1 Prepare a “Project Performance Monitoring Plan”: an oversight strategy and planning document, which includes: the methods to obtain the information from which to assess project status and health; the metrics used to evaluate the effectiveness of the project management processes, including risk management and cost/budget metrics. Once completed, this plan will be distributed to the SOS Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant. The SOS Executive Sponsor must approve “Project Performance Monitoring Plan.”
- 2.2 Project Charter: evaluate the completeness of the Project Charter and prepare a written assessment, which will be distributed to the SOS Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant.
- 2.3 Project Management Plan: evaluate the content and effectiveness of the Project Management Plan. Prepare a written assessment, which will be distributed to the SOS Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant.
- 2.4 Project Workplans: assess the completeness and the effectiveness of the workplans. It is expected that two separate workplans will be developed: one by the new VoteCal system integration vendor for their project management and system development activities, and another by the VoteCal project team for its project management and reporting responsibilities. Prepare an initial written assessment, which will be distributed to the SOS Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant. A monthly assessment of the workplan will be included in the “Project Performance Report” (refer to Section 6.E.4.3)
- 2.5 Project Organization and Governance: assess the project organization and staffing plans. To evaluate on-going project governance, attend the monthly VoteCal system Steering Committee meetings and evaluate the effectiveness of the Committee. Prepare an initial written assessment, which will be distributed to the SOS Executive Sponsor. A monthly assessment of the project governance processes will be included in the “Project Performance Report” (refer to Section 6.E.4.3)

Attachment A – Scope of Work

- 2.6 Project Team Performance: attend project team meetings at least two times per month to evaluate the effectiveness of the project team. . Prepare an initial written assessment, which will be distributed to the SOS Executive Sponsor. A monthly assessment of team performance will be included in the “Project Performance Report” (refer to Section 6.E.4.3)
- 2.7 Issues: evaluate the processes for capturing and monitoring project issues. Prepare an initial written assessment, which will be distributed to the, SOS PMO, the State Project Director, and the Project Management Consultant. A monthly assessment of project issues will be completed.
- 2.8 Communications: evaluate the project communication plan and the implementation of that plan. Prepare an initial written assessment, which will be distributed to the SOS PMO, the State Project Director, and the Project Management Consultant, and the Project Director. A monthly assessment of the communication processes will be included in the “Project Performance Report” (refer to Section 6.E.4.3)
- 2.9 Project Cost/Budget Review: develop and monitor project metrics, which may include cost-to-completion, earned value, etc., for State costs. The details the cost & budget monitoring metrics will be determined following an IPOC review of the project budget. Prepare an initial written assessment, which will be distributed to the SOS Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant. A monthly assessment of the project cost/budget will be included in the “Project Performance Report” (refer to Section 6.E.4.3)
- 2.10 Contract Administration: review contract administration and monitoring processes. Prepare an initial written assessment, which will be distributed to the SOS PMO, the State Project Director, and Project Management Consultant. A monthly assessment of the contract administration processes will be included in the “Project Performance Report” (refer to Section 6.E.4.3)
- 2.11 Configuration Management: assess the configuration management plan; provide a monthly assessment of the change orders during the reporting period. Prepare an initial written assessment, which will be distributed to the SOS PMO, the State Project Director, and the Project Management Consultant. A monthly assessment of the change request processes will be included in the “Project Performance Report” (refer to Section 6.E.4.3)
- 2.12 Quality Management: assess the Quality Assurance processes used by both the primary project vendor and the VoteCal team. Prepare an initial written assessment, which will be distributed to the SOS PMO, the State Project Director, and the Project Management Consultant. A monthly assessment of the quality management processes will be included in the “Project Performance Report” (refer to Section 6.E.4.3)
- 2.13 Project Management Consultant Evaluation: evaluate the effectiveness of the Consultant project manager. Prepare a monthly written assessment, which will be distributed to the Executive Sponsor and the State Project Director.

Attachment A – Scope of Work

- 2.14 Independent Verification & Validation (IV&V) performance evaluation: prepare an initial written assessment of the effectiveness of the IV&V plan, and monthly assessments of the IV&V performance. The reports will be distributed to the SOS Executive Sponsor and the State Project Director.
- 2.15 Business Requirements: evaluate the completeness of the initial business requirements document, and ensure its conformance to industry “best practices,” such as IEEE standards. The written assessment will be distributed to the SOS PMO, the State Project Director, and the Project Management Consultant
- 2.16 Requirements Traceability: prepare an initial written assessment of the traceability process and tool. Prepare a monthly written evolution of the traceability process. The assessments will be distributed to the SOS PMO, the State Project Director, and the Project Management Consultant.
- 2.17 System Development Plan: evaluate the overall system development approach, as submitted by the VoteCal system vendor, and prepare a report of findings and recommendations. The assessment will be distributed to the Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant.
- 2.18 System Engineering and Implementation: review various system design and implementation documentation, and ensure their conformance to industry “best practices,” such as IEEE standards, and prepare reports of findings and recommendations. The assessment will be distributed to the SOS Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant.
- 2.19 Project Closure Activities:
 - Evaluate the completeness of the project closure checklist, and prepare a report of findings and recommendations.
 - Evaluate the final implementation report, and prepare a report of findings and recommendations.
 - Evaluate the project documentation library plan, and prepare a report of findings and recommendations.
 - Participate in lessons-learned meetings.

D. Risk Management (3.0)

The Risk Management activities of the Oversight vendor will emphasize the collaborative development of a single risk list, and the independent oversight of the VoteCal risk management practices.

Risk related reports will be distributed to the SOS PMO, the State Project Manager, the Project Management Consultant, and the VoteCal Project Director. At monthly meetings, the VoteCal Executive Steering Committee will also receive updates concerning project risks.

- 3.1 Evaluate the project Risk Management Plan: assess the completeness and effectiveness of the risk management processes contained in the plan. The

Attachment A – Scope of Work

assessment will be distributed to the Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant.

3.2 Risk Management processes:

- Risk Identification: identify risks using the IT Framework and other risk management “best practices,” such as Software Engineer Institute’s (SEI) “Taxonomy of Risks”. The project risk list will be a consolidation of risks identified independently by both the IPOC and the project team.
- Risk Assessment: categorize and rate risks using Risk Radar, and in accordance with the IT Framework and the requirements of the SOS.
- Risk Mitigation: monitor the effectiveness of risk mitigations using Risk Radar.
- Complete the SOS Risk Assessment form monthly. This form will provide a comparison between the Risk Radar assessment metrics and IT Framework assessment values.
- Report monthly on the critical risks in the IT Framework Independent Project Oversight Report (IPOR) (refer to Section 6.E.4.2 below). It is expected that the risks reported monthly to OTROS will be a high-priority subset of the full risk list.

E. Oversight Reporting (4.0)

The Contractor is responsible for both verbal and written reporting on the oversight findings, as outlined below. The reporting processes are derived from the completion of the oversight activities (Section 6.C above). Some of the items below may be consolidated into fewer separate reports, and such consolidation of information will require prior approval from SOS.

- 4.1 Conduct a project assessment, using the Information Technology Oversight Framework (www.dof.ca.gov/OTROS/StatewideIT/SIMM45/IT_OvrsghtFrmwrkR2-25-04s.pdf), Appendix F, “Project Oversight Review Checklist”. The document will be forwarded directly to OTROS, with concurrent copies to the Executive Sponsor, State Project Director, and PMO. The frequency of the checklist is:
 - Monthly for the first three months of the contract; the initial “Checklist” must be prepared within the first thirty (30) days of contract award.
 - Quarterly for the remainder of the oversight contract.
- 4.2 Prepare the OTROS Independent Project Oversight Report (IPOR) monthly. The document will be forwarded directly to OTROS, with concurrent copies to DGS Procurement Division project lead, the Executive Sponsor, VoteCal Project Director, and SOS PMO
- 4.3 Prepare the SOS Project Performance Report monthly, and distribute to the Executive Sponsor, SOS PMO, the State Project Director, and the Project Management Consultant. The “Project Performance Report” is the principal project-reporting document to the Department and will reflect a consolidation of the IPOC’s assessment of the project’s overall “health.” It will require the review

Attachment A – Scope of Work

of several project status reports, including the “SOS Status Report,” prepared by the Project Managers.

The “Project Performance Report” will contain the IPOC’s metrics monitoring and monthly written evaluations of several project processes, including: workplan, project governance, project team, communication plan, project budget/cost, contract administration, change requests, and quality management.

The final format of the “Project Performance Report” will be developed in collaboration with SOS PMO, and must be approved by SOS.

- 4.4 Prepare and present an oversight summary to the monthly VoteCal Executive Steering Committee.
- 4.5 Prepare a “Final Oversight Report” at the end of the project.
- 4.6 Prepare ad hoc reports, as requested, and in a format approved by the SOS.
- 4.7 Meet a minimum of twice per month with the VoteCal Project Director and Managers, and once with the Project Sponsor. This frequency may be modified if approved by the SOS PMO.
- 4.8 Attend monthly meetings with the SOS PMO to discuss the project performance and the IPOC recommendations. This frequency may be modified if approved by the SOS PMO.
- 4.9 Attend Project Team meetings at least twice per month. This frequency may be modified if approved by the SOS PMO.

7.0 DELIVERABLES

A. Deliverable Requirements

The format and content of all final deliverables must be pre-approved by the SOS. Microsoft products must be used for the deliverables, unless preapproved by the SOS. Completed deliverables must be submitted in both hard and soft copy. Hard copies of final documents must be accompanied by a signed coversheet.

B. Deliverables List

The following is a list of anticipated deliverables. Any changes to this list must be approved by the SOS. Many of the deliverables depend on reviews of documents prepared by other vendors, and therefore have due dates of TBD. (Refer to Section 5, Project Assumptions)

Some of the following assessment activities will require monthly updates. Depending upon the activity, such updates may be consolidated into the monthly Project Performance Report (Refer to Section 6.E.4.3, Description of Services and Responsibilities)

Activity	Deliverable	Approximate Completion Date
-----------------	--------------------	------------------------------------

Attachment A – Scope of Work

Activity	Deliverable	Approximate Completion Date
Project Management of Oversight Effort (1.0)		
1.1 Prepare an Oversight workplan	1.1.1 Detailed workplan	Within 10 working days contract signing
	1.1.2 Monthly updates	Monthly
1.2 Prepare detailed activity reports (refer to Section VI for minimum content)	1.2.1 Oversight Activity Report	Monthly
Oversight Activities (2.0)		
2.1 Prepare an Oversight Strategy	2.1.1 Project Performance Monitoring Plan	Within 10 days contract signing Updated as needed
2.2 Review “Project Charter” (initial and updated document)	2.2.1 Project Charter Assessment	TBD
2.3 Review “Project Management Plan”	2.3.1 Project Management Plan Assessment	TBD
2.4 Review and assess Project Workplans	2.4.1 Project Workplans Assessment	Initial - TBD Monthly
2.5 Assess the effectiveness of the project organization	2.5.1 Project Governance Report	Initial - TBD Monthly
2.6 Assess the effectiveness of the project team	2.6.1 Team Performance Report (Initial - TBD Monthly
2.7 Evaluate project issues process	2.7.1 Issues Report)	Initial - TBD Monthly
2.8 Evaluate the Communication Plan	2.8.1 Communication Plan Assessment	Initial - TBD Monthly

Attachment A – Scope of Work

Activity	Deliverable	Approximate Completion Date
2.9 Review the project budget and costs	2.9.1 Project Budget/Cost Report	Initial - TBD Monthly
2.10 Assess contract administration processes	2.10.1 Contract Management Plan Assessment Report	Initial - TBD Monthly
2.11 Evaluate the Configuration Management Plan	2.11.1 Configuration Management Assessment Report 2.11.2 Change Request Assessment	Initial - TBD Monthly
2.12 Review the Quality Management Plan	2.12.1 Quality Management Assessment Report)	Initial - TBD Monthly
2.13 Evaluate the Project Management Consultant performance	2.13.1 Project Management Consultant Performance Report	Monthly
2.14 Review IV&V Consultant performance	2.14.1 IV&V Plan Assessment Report 2.14.2 IV&V Performance Report	TBD Monthly
2.15 Assess the quality of the business requirements document	2.15.1 Business Requirements Assessment Report	TBD
2.16 Assess the requirements traceability tools and process	2.16.1 Requirements Traceability Assessment 2.16.2 System Requirements Traceability Report	TBD Monthly
2.17 Evaluate the System Development Plan	2.17.1 System Development Plan Assessment Report	TBD

Attachment A – Scope of Work

Activity	Deliverable	Approximate Completion Date
2.18 Review System Engineering and project implementation documents	2.18.1 Document Review Reports	TBD
2.19 Evaluate project closure documentation	2.19.1 Project Closure Checklist Report 2.19.2 Final System Quality Metrics Report 2.19.3 Documentation Library Assessment Report 2.19.4 System Acceptance Report	TBD
Risk Identification & Assessment (3.0)		
3.1 Evaluate the project Risk Management Plan	3.1.1 Risk Management Plan Assessment	TBD
3.2 Identify project risks, categorize and rate risks, evaluate mitigation plans and implementation	3.2.1 SOS Risk Assessment Form	TBD & Monthly

Attachment A – Scope of Work

Oversight Reporting (4.0)		
4.1 Perform an assessment of the project	4.1.1 Project Oversight Review Checklist	Initial – within first 30 days of contract Monthly – first four months of contract Quarterly – from month five (5) to end of the contract
4.2 Prepare the Independent Project Oversight Report (IPOR)	4.2.1 IPOR	Monthly
4.3 Prepare the SOS “Project Performance Report (a report consolidating several monthly assessments, per Section IV.E.4.3)	4.3.1 SOS Project Performance Report	Monthly
4.4 Present oversight summary to project Steering Committee	4.4.1 Oversight Summary	Monthly
4.5 Prepare final oversight report	4.5.1 Final IPOC Report	TBD
4.6 Prepare ad hoc reports as requested.	4.6.1 Ad hoc reports	TBD
4.7 Meet at least twice per month with the project managers, and once per month with the Project Sponsor	4.7.1 Meeting agenda 4.7.2 Meeting notes	Twice Monthly
4.8 Meet once per month with the SOS PMO	4.8.1 Meeting agenda 4.8.2 Meeting notes	Monthly

8.0 OVERSIGHT ACTIVITY REPORTING

An Oversight Activity Report (Deliverable 1.2.1) is a monthly accounting of the activities accomplished by the IPOC. (Listed above in Section 6.B) The final format and content

Attachment A – Scope of Work

will require approval by the SOS. The report content shall include, but not be limited to, the following items.

- “Oversight Activities Completed within the Reporting Period”: oversight activities (evaluations, meetings, reports) accomplished within the reporting period and the status of associated deliverables.
- “Work in Progress”: activities and document preparation currently underway.
- “Scheduled Status”: compares completed tasks and deliverables against those scheduled to date, and includes explanations of schedule variances and recommendations for mitigating the variances.
- “Work to be Completed”: activities and deliverables, contained in the oversight workplan, which are expected to be completed within the next reporting period.
- “Issues, Problems and Resolutions”: highlights key issues and concerns, such as accessibility to information and staff, that impact the oversight activities, and which may need to be addressed by the Contractor and the SOS. The resolutions to previous problems will be reported, as well as mitigation recommendations to new problems and risks.

9.0 PROJECT STRUCTURE

9.1 Project Duration

Proposers may assume that this engagement will span over eighteen months, with the option to renew/amend the agreement through the end of the VoteCal Statewide Voter Registration Database Project.

9.2 Issue Escalation and Point of Contact

The SOS Project Director is the initial point of contact for issues regarding this project.

9.3 Issue Resolution

When a problem or issue arises, the Contractor will immediately report it to the SOS Project Director. Escalation of unresolved issues is the responsibility of the SOS Project Director.

9.4 Controls

In completing the tasks within this scope of work, the Contractor will comply with the following standards:

- Contractor shall follow project management industry standards (i.e. PMBOK®).
- The State Information Management Manual Project Oversight Framework.

9.5 Change Control

If unanticipated changes of the Contractor’s approved project management plan and schedule are required during the course of the project, the Contractor shall document the changes in a Change Control Document. The Contractor shall request approval of each change in writing from the SOS Project Director. At the time the Contractor or SOS identifies an unavoidable change that will require modification of the baseline project plan or other issues materially affecting the project plan, all work shall stop on the impacted objective until the changes are approved.

Attachment A – Scope of Work

9.6 Knowledge and Abilities

The Contractor shall provide qualified personnel to perform the work necessary to accomplish the tasks defined above. The contractor must provide a project leader who will participate in most contract activities and will review and approve all deliverables. Contractor personnel for this work must have performed in this role for at least one project of similar size, type and complexity. SOS must approve all Contractor resources.

9.7 Contractor Facilities

SOS expects Contractor staff to perform most work related to this engagement on-site at the SOS Sacramento office. The Contractor should provide a listing of requirements for SOS supplied space and equipment. SOS will provide networked desktop computers for the Contractor staff to use for this engagement. These computers will have Microsoft Windows 2000 Professional, Microsoft Project 2000, Microsoft Office 2000, and Microsoft Outlook, and other supportive software installed.

9.8 Project Updates, Status Reports, and Meetings

The Contractor will attend and report status at a weekly project status meeting with the Project's Executive Steering Committee and SOS Project Director. The Contractor will also submit monthly written status reports to the SOS Executive Steering Committee and SOS Project Director. Additionally, the Contractor will update the project work schedule when the schedule has changed by more than 10 percent.

9.9 Key Contractor Personnel

The Contractor shall identify the lead and any supporting personnel who will be responsible for the completion of all tasks during the engagement including a statement defining each individual's qualifications and a corresponding resume. The Contractor will also identify a Engagement Manager in their organization that will provide oversight and guidance for the Contractor staff assigned to this project. The Contractor's Engagement Manager will be SOS' point of contact regarding any issues that arise concerning the engagement. The Contractor's Engagement Manager will also review all deliverables for quality and conformance to this SOW before they are submitted to SOS.

Personnel commitments made in the Contractor's offer shall not be changed without prior written approval of SOS unless caused by the resignation or incapacity of the named individual. Staffing shall include these named individuals at the levels of effort proposed. SOS shall approve in advance and in writing any permanent or temporary changes to the Contractor's key personnel (project team). In addition to these key staff, the Contractor shall supply suitably knowledgeable staff necessary to complete the required deliverables within the Contractor's proposed timeframes. SOS reserves the right to require the removal of any member of the Contractor's staff from the project.

9.10 Personnel and Rates

The offer must include a listing of the personnel who will perform each task described in this RFP and their salary rate. The State will be notified in writing of any changes in the personnel

Attachment A – Scope of Work

assigned to this task. For those individuals indicated as “key personnel” the procedures specified in Section 9.9 shall be followed when personnel changes occur.

SOS reserves the right to redirect the resources within the contract by modifying the total number of hours per task in accordance with the Change Control Process.

9.11 Project Budget

SOS reserves the right to change the total number of hours per task on an as-needed basis in accordance with the change management control process, provided that the total cost of this contract does not exceed the maximum amount proposed and accepted for the project size estimated in the FSR. In particular, the SOS will work with the Contractor to revise the project work plan and estimated hours per task after completion of the procurement for the system integration contractor.

9.12 Invoices and Payment

The Contractor agrees to submit monthly invoices identifying hours charged by each consultant and the hours per task for each consultant staff person. SOS will pay the invoice only upon acceptance and approval of any related deliverables and upon satisfactory progress in the agreed upon work plan and schedule meeting all the requirements of this contract.

9.13 Failure to Perform

Contractor assumes all liability for performance of this contract and all subcontracts executed pursuant to or funded by this Contract, and hereby agrees to this Contract for Project Management Services as listed.

Further, the Contractor assumes full liability for and agrees to reimburse the State for Contractor's or any of Contractor's sub-Contractors' failure to comply with any term or condition of this Contract. Contractor shall assure that subcontracts are administered in accordance with this Contract, with any rules and regulations and with any amendments or changes thereto. Contractor agrees that SOS or its designated agent has full recourse against the Contractor for the failure to perform all or any part of this Contract.

Failure to meet on-site attendance requirements, and provide acceptable deliverables, milestones and status reports on time may subject Contractor to possible delay of payment and/or SOS pursuing remedies under this Contract in accordance with the General Provisions.

9.14 Acceptance of Deliverables and Milestones

All deliverables will be reviewed and approved by SOS. Deliverable due dates will reflect those approved in the Contractor's plan and schedule.

9.15 Standards and Policies

The Contractor shall adhere to SOS' minimum required IT standards, guidelines and policies. Contracted staff is expected to abide by the same standards and policies as State staff. The

Attachment A – Scope of Work

following regulations, standards, guidelines and policies serve as the minimum criteria for quality assurance management. These documents are:

- State Information Management Manual Project Oversight Framework and policies
- SOS Statewide Voter Registration DB Project Plan and Feasibility Study Report
- SOS policies: Information Security, Internet, Drug-Free Workplace, Sexual Harassment
- Physical access restrictions

ATTACHMENT B – COST WORKSHEET

Offerors will use this document to prepare their corresponding document. Types of classifications will vary depending on the project

Job Title or Classification	Hours	Rate Per Hour	Extended Total	Task # or Name
Senior Project Manager				
Project Manager				
Sr. Tech. Lead				
Technical Lead				
Application Analyst				
Systems Analyst				
Sr. Programmer				
Staff Programmer				
Assoc. Programmer				
Instructor				

Subtotal \$ _____

Other Costs, Travel, (if allowed) etc. + _____

Total Costs \$ _____

ATTACHMENT C ADDITIONAL PROVISIONS

1. **Amendments**

The State reserves the right to amend this contract at a later date.

2. **Statewide Database Contracts**

Pursuant to Public Contract Code Section 10365.5, the vendor selected for this consulting engagement will be precluded from bidding on subsequent consulting, software or integration services for the VoteCal Project, California's HAVA compliant Statewide Voter Registration System solution.

3. **Hatch Act**

The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf.

4. **Funding**

- A. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect any reduced amount;
- B. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

5. **Termination**

Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to Contractor.

6. **Commission, Percentage, Brokerage, or Contingent Fees**

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this project. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in the Statement of Work;
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly charge of any contractor for which a claim is made for their time;
- (5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (6) Include signed Contractor HAVA Activity Reports, please see sample which is Item 13 of this Exhibit, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and

Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

8. Subcontractors

Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of the Contractor.

9. Debarment and Suspension

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance

programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

10. Audit for use of Federal Funds

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

11. Application Of Federal Office of Management and Budget (OMB) Circulars

OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>

12. Incompatible Activities

No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement and abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office, which is detailed below.

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

13. **Contractor Activity Reports**

Please see the sample of Contractor HAVA Activity Report located on the following page.

CONTRACTOR HAVA ACTIVITY REPORT

NAME														COMPANY NAME																	Month/Year		HAVA Coordinator's Approval					
Contract Number:														Location (Sacto/SF/LA/SD)																								
HAVA ACTIVITY HOURS																															PROGRAM TIME REPORTING							
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1			DELIVERABLE NAME	ORG	HOURS
1																																				(Taken from proposal and contract)		0.0
2																																						0.0
3																																						0.0
4																																						0.0
5																																						0.0
6																																						0.0
7																																						0.0
8																																						0.0
9																																						0.0
10																																						0.0
11																																						0.0
12																																						0.0
13																																						0.0
14																																						0.0
15																																						0.0
16																																						0.0
17																																						0.0
18																																						0.0
19																																						0.0
20																																						0.0
21																																						0.0
22																																						0.0
23																																						0.0
24																																					MONTHLY TOTAL	0.0
MONTHLY TOTAL 0.00																																						
SIGNATURE OF CONTRACTOR																					DATE												DATE					